

SIGNED.



1 **TIFFANY & BOSCO**
2 P.A.
3

2 **2525 EAST CAMELBACK ROAD**
3 **SUITE 300**
4 **PHOENIX, ARIZONA 85016**
5 **TELEPHONE: (602) 255-6000**
6 **FACSIMILE: (602) 255-0192**

Dated: December 21, 2009

James M. Marlar
JAMES M. MARLAR
Chief Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

09-28867/0191485424

10 **IN THE UNITED STATES BANKRUPTCY COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

13 No. 4:09-bk-27734-JMM

14 Bruce Robert Young
15 Debtor.

Chapter 7

16 Wells Fargo Bank, N.A.
17 Movant,

ORDER

vs.

(Related to Docket #9)

18 Bruce Robert Young, Debtor, Stanley J. Kartchner,
19 Trustee.

20 Respondents.

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22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
24 and no objection having been received, and good cause appearing therefore,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated November 6, 2003 and recorded in the office of the
3 Pinal County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Bruce Robert
4 Young has an interest in, further described as:

5 The South 109.90 feet of the North 219.80 feet of the South half of the Northwest quarter of the
6 Northeast quarter of the Northeast quarter of Section 21, Township 1 North, Range 8 East of the
Gila and Salt River Base and Meridian, Pinal County, Arizona;

7 EXCEPTING THEREFROM all oil, gas and other mineral deposits as reserved in Docket 172,
Page 63 of Official Records.

8 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
14 to which the Debtor may convert.

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16 DATED this ____ day of _____, 2009.
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20 JUDGE OF THE U.S. BANKRUPTCY COURT
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